

Statement of Work #5



This Statement of Work No. 5, "SOW", made effective as of September 8, 2008 (the "**SOW Effective Date**") by and between **Circuit City Stores, Inc.**, a Virginia corporation ("**Circuit City**") and **INFOGAIN CORPORATION**, a California corporation ("**Supplier**"), recites and provides as follows:

WITNESSETH:

Under the terms of a Master Services Agreement dated August 27, 2007 between Circuit City and Supplier (the "**MSA**"), which is incorporated herein by reference, Circuit City and Supplier set forth certain terms and conditions for Supplier's performance of Services for and on behalf of Circuit City, such Services to be more particularly described in one or more statement(s) of work (or Addenda) to be executed by the parties; and

Under the terms and conditions of this SOW, Circuit City desires to engage Supplier, and Supplier agrees to such engagement, relating to the Services more particularly described herein. In the event of a conflict between the terms of the MSA and this SOW, the MSA will prevail unless the corresponding section of this SOW expressly states that it will govern such conflict.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Definitions.

Unless otherwise provided in this SOW, terms used herein shall be as defined in the MSA.

2. Project Scope.

Circuit City wishes to engage the services of Supplier for the purposes described below in Section 3 ("**Services**").

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3. Description of Services.

Activities:

- Performing architectural reviews on proposed solutions and designs
- Creating solution outlines and other architectural deliverables
- Designing solutions and assisting developers
- Development of Proof of Concept (POC)
- Participating in Circuit City group architecture exercises

Deliverables:

- Architecture reviews
- Solution assessments
- Design documents
- Proof of Concept (POC)
- Code, unit tests, and documentation as required by project plans

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4. Key Individuals.

Resource Role	Resource Name	Hourly Billable Rate (USD)	Start Date	End Date	Term of Assignment
Infogain Retail Enterprise Architect	Chris Emery	\$140	09/08/2008	04/30/2009	Approx 34 Weeks
Solution Architect	Prabjot Singh	\$125	09/09/2008	04/30/2009	Approx 34 Weeks

Circuit City Representative:

Pat O' Reilly
(804)-486-2145

5. Confidentiality and Work Made for Hire.

The Supplier and Circuit City agree that confidentiality and Work Made for Hire concepts (as reflected in the MSA) are of the utmost importance and are an integral part of this engagement. As such, Supplier agrees to make the Individual Consultant appearing in the Section 4 above aware of these provisions in the MSA and return to Circuit City a copy of the certification appearing as Exhibit A to this SOW (the "**Individual Consultant Certification**") as executed by the Consultant. Supplier acknowledges that a failure to supply the Individual Consultant Certification to Circuit City may result in a delay of engagement through no fault of Circuit City.

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6. Fees and Terms of Engagement.

Payment Terms: Payments shall be invoiced and paid as described in the MSA. All invoices must be sent to Circuit City monthly in arrears.

Estimated Start Date: September 8, 2008
Estimated End Date: April 30, 2009

Total value may not exceed \$360,400.00 based on the specifications in this SOW. If during the course of executing the Deliverables in this SOW any additional project components are requested by Circuit City, or specifications of materials change, such changes shall be handled as per section 7 of this SOW.

Other Terms: Circuit City for any reason may demand that Supplier replace the Individual Consultant with a new Individual Consultant satisfactory to the Circuit City. In such an event Supplier must provide a replacement resource within a reasonable time frame, defined as not more than 5 business days. Any travel required for the purpose of above services will be invoiced to Circuit City on actual. Travel expenses are subject to Circuit City's Travel and Expense Policy, which will be made available upon request. In no event will travel expenses exceed 10% of actual fees payable under this SOW.

7. Changes. Any changes to this SOW will be effective upon the written consent of both parties.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have caused this SOW to be executed as of the SOW Effective Date above.

CIRCUIT CITY STORES, INC.

INFOGAIN CORPORATION

BY: _____

BY: _____

NAME: W. B. Luck [Signature]

NAME: DEAN C WOFFORD

JOHN HARRIS

TITLE: CTA COO

TITLE: CFO

DATE: 11/6/08

DATE: 10/13/08

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Exhibit A – Individual Consultant Certification

I, Chris Emery, an employee of Infogain Corporation (the "Supplier"),
certify that the Supplier has made me aware of and shown me a copy of the provisions in the Master
Services Agreement between Supplier and Circuit City Stores, Inc. relating to Confidentiality and Work
Made for Hire principles. I further certify that I understand these obligations and I agree to be bound by
the terms of these provisions in the same manner as the Supplier.

Acknowledged and confirmed this 13 day of October, 2008.

BY: [Signature]
NAME: Chris Emery
TITLE: Consultant

Witness:

BY: [Signature]
NAME: MANEESH SHARMA

Witness:

BY: [Signature]
NAME: Jogesh Panda

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Exhibit A – Individual Consultant Certification

I, PRABJOT SINGH, an employee of Infogain Corporation (the "Supplier"),
certify that the Supplier has made me aware of and shown me a copy of the provisions in the Master
Services Agreement between Supplier and Circuit City Stores, Inc. relating to Confidentiality and Work
Made for Hire principles. I further certify that I understand these obligations and I agree to be bound by
the terms of these provisions in the same manner as the Supplier.

Acknowledged and confirmed this 13 day of Oct, 2008.

BY: 

NAME: PRABJOT SINGH

TITLE: CONSULTANT

Witness:

BY: 

NAME: MANEESH SHARMA

Witness:

BY: 

NAME: Jagesh Pande